

# **EXHIBIT**

# **18**



# TRATAROS CONSTRUCTION, INC.

664 64th Street  
Brooklyn, NY 11220  
Tel: (718) 833-6070 Fax: (718) 238-4462

## Subcontract Agreement

This subcontract made this 26<sup>th</sup> day of October 1998, by and between TRATAROS, the General Contractor (hereinafter "Contractor" and R&J Construction Corporation 138 East Park Avenue, Long Beach, N.Y. 11561 (hereinafter "Subcontractor") (hereinafter collectively "Parties")

WITNESSETH:

WHEREAS, Contractor and Dormitory Authority State of New York (hereinafter "Owner") have entered into a contract for **Baruch College – Site B, Package No. 2 - General Construction Work, Contract No. 16 (Contract No. DA#6500 1802 2178)** (hereinafter "Project"), according to the Contract Documents listed in Exhibit A attached hereto (hereinafter "Contract Documents") which are made a part of this Subcontract insofar as they apply; and

WHEREAS, Contractor desires to subcontract certain work specified in the Contract Documents, and Subcontractor desires to perform said work at the prices and upon the terms and conditions hereinafter expressed;

NOW, THEREFORE, in consideration of the mutual agreements herein expressed, the Parties contract as follows:

1. Subcontractor's Work

a. Subcontractor shall perform all work and shall furnish all supervision, labor, materials, plant, hoisting, scaffolding, tools, equipment, supplies and all other things necessary for the construction and completion of the work described in Exhibit B (hereinafter "Work") and work incidental thereto, in strict accordance and full compliance with the terms of this Subcontract, and to the satisfaction of Contractor and Owner.

b. In respect of work covered by this Subcontract, and except as expressly modified herein, Subcontractor shall have all rights which contractor has under the Contract Documents, and Subcontractor shall assume all obligations, risks and responsibilities which Contractor has assumed towards Owner in the Contract Documents. Subcontractor shall have the right to enforce its rights and remedies and to defend against claims against it by the Owner as provided in Article 9.

2. Payment

a. Contractor shall pay Subcontractor for performance of the Work, subject to additions and deductions by change order, the total sum of EIGHT HUNDRED THIRTY FIVE THOUSAND Dollars (\$ 835,000.00 ) (hereinafter "Subcontract Price").

b. Partial payments shall be due Subcontractor in the amount of 95 \* % of the Work in place, and for which payment has been made to Contractor by Owner. If the Contract Documents allow Contractor partial payments for stored materials, partial payments shall also be due Subcontractor in the amount of 95 \* % of stored materials for which payment has been made to Contractor by Owner. Subcontractor shall submit a breakdown of the total Subcontract Price in form and detail acceptable to Contractor. In the event Contractor disapproves said breakdown, Contractor shall establish a reasonable breakdown which shall serve as the basis for partial payments. (\* Subject to Owner's approval)

c. Partial payments shall be due on or about the fifteenth day following receipt of payment from Owner by Contractor. No partial payment made under this Subcontract shall be considered an acceptance of the Work in whole or in part. All material and Work covered by partial payments shall become the property of Contractor, or, if the Contract Documents so provide, the property of Owner; however, this provision shall not relieve Subcontractor from the sole responsibility and liability for all Work and materials upon which payments have been made until final acceptance thereof by Owner.

d. Subcontractor shall ensure that all sub-subcontractors, employees and suppliers at all times, are paid all amounts due in connection with the performance of this Subcontract. After the first partial payment hereunder, Contractor shall have the right to withhold any subsequent partial payments until Subcontractor submits evidence satisfactory to Contractor that all previous amounts owed in connection with performance of this Subcontract have been paid. In addition to the requirements for payment in the Contract, as requested by Contractor, Subcontractor may be required to furnish with any payment application (a) an affidavit stating that all obligations directly or indirectly related to any payment have been paid, (b) a lien waiver for Subcontractor and its subcontracts and suppliers in a form acceptable to Contractor, and (c) certified copies of payrolls of Subcontractor and its subcontracts. Subcontractor shall also immediately reimburse Contractor for any amounts paid by Contractor or under Contractor's payment bond in connection with this Subcontract caused by failure by Subcontractor to make payment as provided in this Article. Contractor may withhold amounts otherwise due under this Subcontract or any other contractual arrangement between the parties to cover any costs or liability Contractor has incurred or may incur for which Subcontractor may be responsible hereunder. THIS TO BE NOT ARBITRARY AND SHALL BE SUBSTANTIATED.

e. Subcontractor expressly agrees that payment by the Owner to the Contractor for any Work performed by the Subcontractor is a condition precedent to any payment by the Contractor to the Subcontractor and that the Contractor is under no obligation until and unless the Contractor has been paid by the Owner.

  
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f. Final payment shall be made after Subcontractor's work has been accepted by Owner, satisfactory proof of payment of all amounts owed by Subcontractor in connection with this Subcontract has been provided, consent of Subcontractor's surety has been received, the Subcontractor's Work is complete, and Contractor has been paid in full for the Subcontractor's Work.

g. Subcontractor accepts exclusive liability for all taxes and contributions required of Subcontractor by federal, state or local acts or regulations, including, without limitation, the Federal Social Security Act and the Unemployment Compensation Law or similar laws in any state with respect to the employees of Subcontractor and the performance of the Work. Subcontractor agrees to furnish Contractor with suitable written evidence that it has fulfilled such obligation. Subcontractor shall indemnify and hold harmless Contractor with respect to the payment of any such taxes or contributions under any applicable act, law or regulation.

3. Subcontractor's Investigations and Representations

Subcontractor represents that it is fully qualified to perform this Subcontract, and acknowledges that, prior to the execution of this Subcontract, it has (a) by its own independent investigation as ascertained (i) the Work required by this Subcontract, (ii) the conditions involved in performing the Work, and (iii) the obligations of this Subcontract and the Contract Documents; and (b) verified all information furnished by Contractor or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to independently investigate and become fully informed will relieve Subcontractor from its responsibilities hereunder.

4. Subcontractors Liability

a. Subcontractor shall be liable for all costs Contractor incurs as a result of Subcontractor's failure to perform this Subcontract in accordance with its terms. Subcontractor's failure to perform shall include the failure of its suppliers or subcontractors of any tier to perform. Subcontractor's liability shall include, but not be limited to (1) damages and other delay costs payable by Contractor to Owner; (2) Contractor's increased costs of performance, delays or improper Subcontractor work; (3) warranty and rework costs; (4) liability to third parties; and (5) attorneys' fees and related costs.

b. Indemnification

To the fullest extent permitted by law, the Subcontractor shall indemnify, hold harmless and defend the Contractor, Owner and all of their agents, directors and employees from and against all claims, damages, demands, losses, expenses, causes of action, suits or other liabilities, (including all costs and reasonable attorney' fees), arising out of or resulting from the performance of Subcontractor's Work under the Subcontract, provided any such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, to the extent caused in whole or in part by any negligent act or omission of the Subcontractor or anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless whether it is caused by subcontractor. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under any workers' compensation acts, disability benefits acts or other employee benefits acts. This indemnification shall be in addition to any requirements which contractor assumes to owner.

c. In the event that Subcontractor or any of its agents, employees, suppliers, or lower-tier subcontractors utilizes any machinery, equipment, tools, scaffolding, hoists, lifts or similar items belonging to or under the control of Contractor, Subcontractor shall be liable to Contractor for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be due solely to the negligence of Contractor's employees operating Contractor-owned or leased equipment.

d. Subcontractor's assumption of liability is independent from, and not limited in any manner by, the Subcontractor's insurance coverage obtained pursuant to Article 5, or otherwise.

5. Subcontractor's Insurance

Prior to commencing the Work, Subcontractor shall procure, with Contractor and Owner as additional insured parties, and thereafter maintain, at its own expense, until final acceptance of the Work, insurance coverage as more fully described in Exhibit C in a form and from insurers acceptable to Contractor.

6. Time Performance

a. Subcontractor will proceed with the Work in a prompt and diligent manner, in accordance with Contractor's schedule, as reasonably amended from time to time. TIME IS OF THE ESSENCE. Subcontractor shall be entitled to additional compensation for compliance with schedule amendments only to the extent, if any, that the Contract Documents entitle Contractor to reimbursement.

b. If requested by Contractor, Subcontractor Shall submit a detailed schedule for performance of the Subcontract, in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Contract Documents and with Article 6. a, above. Contractor may, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in said schedule.

c. Subcontractor will coordinate its work with the work of Contractor, other subcontractors, and Owner's other builders, if any, so no delays or interference will occur in the completion of any part or all of the Project.

d. Should the Subcontractor's performance of this Subcontract be delayed, impacted or disrupted by any acts of the Contractor, other subcontractors, or the Contractor's suppliers, or delayed, impacted or disrupted by any acts or causes which would entitle Contractor to an extension of time under the Contract Documents, the Subcontractor shall receive an equitable extension of time for the performance of this Subcontract, but shall be entitled to any increase in the Subcontract Price or to damages or additional compensation as a consequence of such delays impacts, disruptions, or acceleration resulting therefrom unless the Owner is liable and pays Contractor for such delays, impacts, disruptions, or acceleration. Contractor will pay the Subcontractor the amount allowed and paid by the Owner for the Subcontractor's delay, impact, disruption or acceleration. Within five (5) days after the commencement of any delay, impact or disruption, or acceleration caused by Contractor, other subcontractors, or the Contractor's suppliers, the Subcontractor shall notify Contractor in writing stating full details of the cause of the alleged delay, impact, disruption or disruptions or acceleration for which the Owner is responsible in sufficient time so that its claim may be timely processed against the Owner.

7. Changes and Claims

a. Contractor may, at any time, or by agreement with Subcontractor, and without notice to the sureties, make changes in the Work covered by this Subcontract. Any unilateral order, or agreement, under this Article 7. a. shall be in writing. Subcontractor shall perform the Work as agreed.

b. Subcontractor shall submit in writing any claims for adjustment in the price, schedule or other provisions of the Subcontract claimed by Subcontractor for changes directed by Owner, or for damages for which the Owners liable, or as a result of deficiencies or discrepancies in the Contract Documents, to Contractor in time to allow Contractor to comply with the applicable provisions of the Contract Documents. Contractor shall process said claims in the manner provided by and according to the provisions of the Contract Documents so as to protect the interests of Subcontractor and others including Contractor.

c. For changes ordered by Contractor independent of Owner of Contract Documents, Subcontractor shall be entitled to equitable adjustment in the Subcontract Price if Subcontractor submits in writing to Contractor its claim within five (5) days of the beginning of the event for which claim is made.

d. Subcontractor shall indemnify and hold Contractor harmless from any cost, expense, fine or liability resulting from a claim or claim certification deemed wrongful in whole or in part.

8. Subcontractor's failure to Perform

a. If, in the opinion of Contractor, Subcontractor shall at any time (1) refuse or fail to provide sufficient properly skilled workmen or materials of the proper quality, (2) fail in any respect to prosecute the Work according to the current schedule, (3) cause, by any action or omission, the stoppage, delay of, or interference with the work of Contractor or of any other builder or subcontractor, (4) fail to comply with all provisions of this Subcontract or the Contract Documents, (5) be adjudged a bankrupt, or make a general assignment for the benefit of its creditors, (6) have a receiver appointed, or (7) become insolvent or a debtor in reorganization proceedings, then, after serving three (3) days' written notice, unless the condition specified in such notice shall have been eliminated within such three (3) days, the Contractor may at its option (i) without voiding the other provisions of the Subcontract and without notice to the sureties, take such steps as are necessary to overcome the condition, in which case the Subcontractor shall be liable to Contractor for the cost thereof, or (ii) terminate the Subcontract for default, or (iii) seek specific performance of Subcontractor's obligations hereunder, it being agreed by Subcontractor that specific performance may be necessary to avoid irreparable harm to Contractor and/or Owner. In the event of termination for default, Contractor may, at its option, (1) enter on the premises and take possession, for the purpose of completing the Work, of all materials of Subcontractor, (2) require Subcontractor to assign to Contractor any or all of its subcontracts or purchase orders involving the Project, or (3) complete the Work either by itself or through others, by whatever method Contractor may deem expedient. In case of termination for default, of this Subcontractor. At such time, if the unpaid balance of the Subcontract Price to be paid shall exceed the expense incurred by Contractor, including an overhead fee of ten percent (10%) of the costs of finishing the Work, such excess shall be paid by Contractor to Subcontractor. If such amount due Contractor shall exceed such unpaid balance, then Subcontractor shall pay Contractor the difference within five (5) business days following demand by Contractor. Subcontractor shall pay all reasonable costs of collection, if any.

9. Settlement and Disputes

a. In case of any dispute between Contractor and Subcontractor, due to any action of Owner or involving the Contract Documents, Subcontractor agrees to be bound to the same extent that Contractor is bound to Owner, by the terms of the Contract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Contract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Contract Documents allowing a reasonable time for contractor to analyze and forward to Owner any required communications or documentation. Contractor will, at its option (1) present to Owner, in Contractor's name, or (2) authorize Subcontractor to present to Owner, in Contractor's name, all of Subcontractor's claims and answer Owner's claims involving Subcontractor's Work, whenever Contractor is permitted to do so by the terms of the Contract Documents. If such dispute is prosecuted or defended by Contractor, Subcontractor agrees to furnish all documents, statements, witnesses, and other information required, and to pay or reimburse Contractor for all costs, including attorneys' fees, incurred in connection therewith. The Subcontract Price shall be adjusted by Subcontractor's allocable share determined in accordance with Article 7 hereof.

b. With respect to any controversy between Contractor and Subcontractor not involving Owner or the Contract Documents, Contractor shall issue a **mutually acceptable** decision, which shall be followed by Subcontractor. If the Subcontractor is correct as to the controversy, Subcontractor shall be entitled to an equitable adjustment in the Subcontract Price as its sole remedy. Notification of any such claim for equitable adjustment must be asserted in writing within ten (10) days of Subcontractor's knowledge of the claim.

Initials 

c. Anything to the contrary in the Contract Documents notwithstanding, any controversy between Contractor and Subcontractor not involving Owner or the Contract Documents and which is not amicably resolved by the Parties will be submitted to a court of competent jurisdiction in the State of New York, 2nd department, County of Kings. In no event will any such controversy be submitted to arbitration, except if mutually agreed to.

Initials 

10. Warranty

Subcontractor warrants its Work hereunder to Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents; and with respect to Subcontractor's Work, Subcontractor shall perform all warranty obligations and responsibilities assumed by Contractor under the Contract Documents.

11. Liens

a. In the event that liens are filed by anyone in relation to the labor or material being furnished by Subcontractor, Subcontractor and its surety agree to protect, indemnify and hold harmless Contractor and Owner therefrom, to have the same discharged or removed, by posting a bond with the appropriate authorities, or otherwise, at its own cost and expense (including attorneys' fees) within five (5) days of notice. In the event such lien is not so discharged, such circumstance shall be deemed a failure to perform the Work on the part of the Subcontractor, subject to the conditions and terms set forth in Article 8 above.

b. Subcontractor shall, as often as required by Contractor, furnish a sworn statement showing all parties who furnish labor or material to Subcontractor, with their names and addresses and the amount due or to become due to each. Like statements may be required from any subcontractors

or vendors, of any tier, of Subcontractor.

c. Prior to final payment, Subcontractor shall provide to Contractor a release of its liens and claims and all liens and claims of all persons furnishing labor or materials for the performance of this Subcontract in the form acceptable to Contractor, and satisfactory evidence that there are no other liens or claims whatsoever outstanding against the Work.

d. If required by Contractor, Subcontractor shall furnish releases of liens with respect to all prior payments, as part of each request for partial payment other than the initial request.

12. Inspection and Acceptance

Subcontractor shall provide appropriate facilities at all reasonable times for inspection by Contractor or Owner of the Work and materials provided under this Subcontract, whether at the Project site or at any place where such Work or materials may be in preparation, manufacture, storage, or installation. Subcontractor shall promptly replace or correct any Work or materials which Contractor or Owner shall reject as failing to conform to the requirements of this Subcontract. The Work shall be accepted according to the terms of the Contract Documents. However, unless otherwise agreed in writing, entrance and use by Owner or Contractor shall not constitute acceptance of the Work.

13. Termination for Convenience

Contractors shall have their right to terminate this Subcontract, in whole or part, for convenience, if there is a termination of Contractor's contract with Owner, by providing Subcontractor with a written notice of termination, to be effective upon receipt by Subcontractor. If the Subcontract is terminated for convenience, the Subcontractor shall be paid the amount representing costs which are due from the Owner for its Work, as provided in the Contract Documents, after payment therefore by the Owner to Contractor. The Subcontractor's remedy under this Article 13. shall be exclusive. Nothing herein shall bar withholdings by Contractor permitted by other provisions of the Subcontract.

14. Approvals

a. Subcontractor shall deliver to Contractor copies of shop drawings, cuts, samples and material lists required by Contractor or the Contract Documents and in accordance with the Contract Documents within sufficient time so as not to delay performance of the Project or within sufficient time for contract or to submit same within the time stated in the Contract Documents, whichever is earlier. Any deviation from the Contract Documents shall be clearly identified on shop drawings.

b. Contractor's review of shop drawings, cuts, samples and material lists is only for the convenience of the Owner and shall not relieve the Subcontractor of its obligation to perform the Work in strict accordance with Contract Documents, including addenda, or the proper matching and fitting of the work with contiguous Work. In the event that discrepancies exist in the contract documents which preclude proper matching and fitting of the work with contiguous work the subcontractor shall at the contractor's direction make the necessary changes to effect proper matching and fitting with contiguous work. There will be no change in contract price unless the owner issues a contract modification. Should the proper and accurate performance of the Work included in this Subcontract depend upon the proper and accurate performance of other work not included in this Subcontract, Subcontractor shall use all necessary means to discover defects in such other work, and shall report the said defects in writing to contractor before proceeding with the Work, and shall allow the Contractor a reasonable time to remedy such defects.

c. Subcontractor warrants and agrees that it can and will obtain all requisite approvals from Owner as to its eligibility to serve as a subcontractor and the approvals of all materials and performance of the Work as required by the Contract Documents.

15. Clean-Up

See Exhibit B.

16. Assignment

Subcontractor shall not sub-subcontract the Work of this Subcontract and shall not assign or transfer this Subcontract, or funds due hereunder, without the prior written consent of Contractor and Subcontractor's surety. Contractor shall not unreasonably withhold its consent to the assignment of funds due hereunder.

17. Patents and Royalties

Except as otherwise provided by the Contract Documents, Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented materials in the Work. Subcontractor shall defend all suits or claims for infringement of any patent rights that may be brought against Contractor or Owner arising out of the Work, and shall be liable to contractor and Owner for all loss, including all costs and expenses, on account thereof.

18. Taxes and Permits

Except as otherwise provided by the Contract Documents, Subcontractor agrees to pay and comply with and hold Contractor harmless against the payment of all contributions, taxes or premiums which may be payable by it under federal, state or local laws arising out of the performance of this Subcontract, and all sales, use or other taxes of whatever nature levied or assessed against Owner, Contractor, or Subcontractor arising out of this Subcontract, including any interest or penalties.

19. Laws, Regulations and Ordinances

Subcontractor agrees to be bound by, and, at its own cost, comply with all Federal, state and local laws, ordinances and regulations applicable to this Subcontract and the performance of the Work hereunder including the Occupational Safety and Health Act of 1970. Subcontractor shall be duly licensed to operate under the law of the applicable jurisdictions. Subcontractor shall be liable to Contractor and Owner for all loss, cost and expense attributable to any acts of commission or omission by Subcontractor, its employees and agents resulting from failure to comply including, but not limited to, any fines, penalties or corrective measures.

20. Labor



- a. Subcontractor and its lower-tier subcontractors shall not employ anyone in Subcontract Work whose employment may be objected to by Contractor or Owner.
- b. Should any workers performing work covered by this Subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstances shall be deemed a failure to perform the Work on the part of the Subcontractor subject to the conditions and terms set forth in Article 8 above.

21. Equal Opportunity

- a. In connection with the performance of Work under this Subcontract, Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, handicap, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subcontractor agrees to post hereafter, in conspicuous places, available for employees and applicants for employment, notices, prepared by Subcontractor, and approved by the government when required, setting forth the provision of this Article 21.
- b. Subcontractor shall permit access to its books, records, and accounts by representatives of Contractor or Owner for purposes of investigation to ascertain compliance with the provisions of this Article 21.
- c. In the event of Subcontractor's non-compliance with the equal opportunity provisions of this Subcontract, this Subcontract may be terminated for default.
- d. Subcontractor shall include the provisions of this Article 21 in every lower-tier subcontract and purchase order. The requirements of this Article 21 shall be in addition to any equal opportunity provisions of the Contract Documents.

22. Notices

All notices shall be addressed to the Parties at the addresses set out herein, and shall be considered as delivered when postmarked, if dispatched by registered mail, or when received in all other cases.

23. Safety

Subcontractor agrees that the prevention of accidents to workers engaged in the Work is the responsibility of the Subcontractor. Subcontractor shall comply with approved Safety and Accident Plans. Subcontractor agrees to comply with all labor department laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established during the progress of the Work by the Contract. When so ordered, the Subcontractor agrees to stop any part of the Work which the Contractor deems unsafe until corrective measures satisfactory to the Contractor have been taken, and further agrees to make no claim for damages growing out of such Work stoppages. Should the Subcontractor neglect to adopt such corrective measures, Contractor may perform them and deduct the cost from payments due or to become due to Subcontractor. Failure on the part of Contractor to stop unsafe practices shall in no way relieve Subcontractor of its responsibility.

24. Severability

The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Subcontract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

25. Governing Law

This Subcontract shall be governed by and construed in accordance with the laws of the State of New York.

26. Advertising

Neither Subcontractor, its subcontractors, suppliers nor employees shall take photographs of the Work on site, or publish or display advertising matter of any description relating to the Project without first obtaining the written consent of Contractor and Owner.

27. Bond

Not Required.

28. Execution

The Subcontract is signed and received by a legal representative of the Subcontractor authorized to bind Subcontractor, be it individual, partnership or corporation, to all terms of this Subcontract. Should this Subcontract, because of the manner of execution, not be legally binding upon the Subcontractor for any reason whatsoever, all Work under this Subcontract shall be performed at the risk of the Subcontractor, and, should this Subcontract be voided due to improper execution, Subcontractor agrees to waive all claims for compensation for Work performed.

29. Complete Agreement

This Subcontract contains the entire agreement between the Parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the Parties hereto.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have hereunto executed this Subcontract, on the day and year and above written.

Exhibits: A - Contract Document; B - Scope of Work; C - Insurance; D - Partial Lien Waivers; E - Final Release; F - Subcontractor Size Certification; G - Rider to all Subcontracts and/or Purchase Orders



TRATAROS  
CONSTRUCTION, INC.  
664 64th street  
Brooklyn, NY 11220

BARUCH ACADEMIC COMPLEX  
55 Lexington Avenue  
New York City, NY 10010

General Construction Work  
Package No. 2 - Contract No. 16  
DASNY Project No. 6500 1802 2178

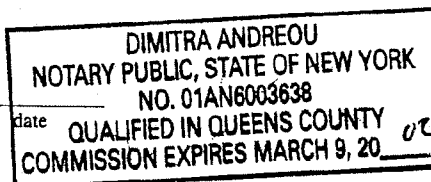
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OFFICER'S SIGNATURE PAGE

General Contractor: **Trataros Construction, Inc.**

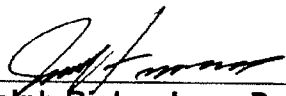
By:   
\_\_\_\_\_  
**Costas N. Trataros, President**

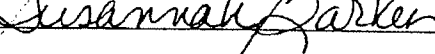
Notary:   
\_\_\_\_\_



Be advised that progress payments, final payment and/or payment of retainage, shall be subject to receipt, acceptance and verification of Item "A" through "H" mentioned in Rider G.

Subcontractor: **R&J Construction Corporation**

By:   
\_\_\_\_\_  
**Ralph Richardson, President**  
*Joseph Ferraro, Vice -*

Notary:   
\_\_\_\_\_  
date 2/7/01

Seal:

SUSANNAH BARKER  
Notary Public, State of New York  
No. 30-01BA5031469  
Qualified in Nassau County  
Commission Expires August 1, 2002



**TRATAROS  
CONSTRUCTION, INC.**  
664 64th street  
Brooklyn, NY 11220

**BARUCH ACADEMIC COMPLEX**  
55 Lexington Avenue  
New York City, NY 10010

General Construction Work  
Package No. 2 - Contract No. 16  
DASNY Project No. 6500 1802 2178

**EXHIBIT A**  
**LIST OF CONTRACT DOCUMENTS**

CONTRACT BETWEEN OWNER AND CONTRACTOR, Dated August 27, 1998 DASNY # 6500 1802 2178, JDE # 61506

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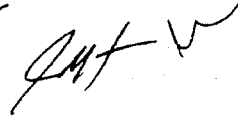
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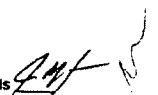
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TRANSFORMER VAULT LAYOUT SECTIONS AND DETAILS 3/8/98  
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CONTRACT #6: PLUMBING  
CONTRACT #7: SPRINKLER AND STANDPIPE WORK  
CONTRACT #10: HEATING, VENTILATION AND AIR CONDITIONING WORK  
CONTRACT #11: ELECTRICAL WORK  
CONTRACT #12: FIRE ALARM SYSTEM  
CONTRACT #13: AUTOMATIC TEMPERATURE CONTROLS





**TRATAROS  
CONSTRUCTION, INC.**  
664 64th street  
Brooklyn, NY 11220

**BARUCH ACADEMIC COMPLEX**  
55 Lexington Avenue  
New York City, NY 10010

**EXHIBIT B  
SCOPE OF WORK**

General Construction Work  
Package No. 2 - Contract No. 16  
DASNY Project No. 6500 1802 2178

**R & J Construction, Corp.**  
Long Beach, N.Y. 11561

**TRADE: Rough Carpentry, Finish Carpentry, Steel Stud Framing, Gypsum Drywall, Prefabricated Reinforced Gypsum (GFRG)**

**A. GENERAL CONDITIONS**

1. The Subcontractor represents that he is familiar with, and has expertise in the scope of this work. The Subcontractor agrees that this Subcontract Agreement includes all work for that scope as may be required to make a complete job which may be fully defined in the Contract Documents.
2. The Subcontractor shall comply with all of the legal regulations including OSHA safety regulations and of other governmental agencies having jurisdiction concerning the work of this Subcontract. The Subcontractor shall deliver all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work such as notifying local agencies and other Governmental agencies having jurisdiction.
3. The Subcontractor shall be fully responsible for all layouts of his work. Axis lines to be provided by others. ~~This subcontractor shall coordinate with the steel shop drawings and flag any deviations. Steel surveys will be provided to this subcontractor for review. Any deviation from the contract documents will be brought to the attention of the General Contractor.~~ Initials *JMF*
4. The Subcontractor shall collect all rubbish, scrap and other debris resulting from this Subcontractor's work, ~~and dispose as per contract documents.~~ **and center pile on floor for removal by others.** Initials *JMF*
5. The Subcontractor shall place and relocate his office trailers or shanties when and where directed. It is understood that the Subcontractor is responsible for acquisition, maintenance and subsequent removal of all utility and telephone services required for his office trailers. Each structure this Subcontractor maintains must contain an appropriate number of fire extinguishers.
6. Any temporary openings required for subsequent installation of SubContractors' equipment must be brought to the attention of the General Contractor prior to completion of the pertinent work in the area of the opening needed. Failure to request access will result in the Subcontractor assuming all costs involved in the subsequent movement of the equipment, etc.
7. The Subcontractor must take special care in stocking own material on floors to allow other trades free access to their work and not to overload the slabs.
8. The Subcontractor will provide protection necessary to safeguard his own work, ~~as well as the work of other trades,~~ from damages by his own operations. Initials *JMF*
9. The Subcontractor has visited and carefully examined the project site and is familiar with the existing conditions and difficulties that may affect the execution of own work. The Subcontractor agrees that he will take all necessary steps to avoid damages to the existing areas. Any damages caused by this Subcontractor will be repaired by Subcontractor at no additional cost to the General Contractor. The Subcontractor is cautioned that due to the location of this job he may encounter certain areas of special coordination involving traffic congestion, building access, security requirements, material delivery, etc. It is understood that the Subcontractor is aware of these conditions and that the Subcontractor will not attempt to seek additional monies for hardships that may arise due to his having to take special measures and precautions regarding the same

B. SCOPE OF WORK

Without restricting the generality of work which shall be performed within the contract price. It is clearly understood and agreed that the Subcontractor shall provide all material, labor, trucking, hoisting, fees, engineering, scaffolding, ~~power hookups, protection~~, shop drawings, ~~permits~~, templates, quality, assurance, layout, warranties, guarantees, specified manufacturers' submittals, equipments, supervision, insurance, etc., necessary for the furnishing and installation of all specified and related work contained herein in accordance with the Contract Drawings, Specifications, Addendums, 1, 2 ~~and 3~~. Initials *[Signature]*

The Scope of Work shall include, but not be limited to, all the work in the following Specification Section (s), except such work as may be specifically excluded in Paragraph "C" "WORK NOT IN SUBCONTRACT".

## Specification Section

06100	ROUGH CARPENTRY
06200	FINISH CARPENTRY
09111	STEEL STUD FRAMING
09251	GYPSUM DRYWALL
09275	PREFABRICATED REINFORCED GYPSUM (GFRC)

Also included in this contract are the requirements of the following specification(s) as they pertain to this subcontractors work.

06400	ARCHITECTURAL WOODWORK INSTALL ONLY
07210	BUILDING INSULATION FURNISH & INSTALL
07271	FIRESTOPPING AND SMOKE SEALS LIMITED TO TOPS OF RATED DRYWALL PARTITIONS
07903	INTERIOR JOINT SEALERS FURNISH & INSTALL
08400	MAIL SLOT DOORS & FRAMES INSTALL ONLY
09900	PAINTING EXCLUDED
10190	CUBICLE CURTAIN TRACKS EXCLUDED
10260	WALL PROTECTIVE DEVICES INSTALL ONLY
10520	FIRE EXTINGUISHER CABINETS INSTALL ONLY
10650	OPERABLE PARTITIONS EXCLUDED
11132	PROJECTION SCREENS INSTALL ONLY (NON-MOTORIZED)
11135	MOTORIZED PROJECTION SCREENS EXCLUDED
13030	SAUNA INSTALL ONLY

Initials *[Signature]*

Subcontractor shall be responsible for examining all of the Documents listed on the "List of drawings and Specifications (EXHIBIT A) and all items related to this subcontractor's work and called for in these documents shall be included in Subcontract price.

In addition to the above Specification, this Subcontractor's work will include but not be limited to the following items, highlights, clarifications and/or modifications.

1. This Subcontractor shall furnish and install all drywall partitions, low partitions, shaft walls, duct enclosures, door openings, etc...in strict accordance with contract drawings, specifications, partition schedules and addendums 1&2, including but not limited to: gypsum wall board, water resistant boards, cementitious water resistant board, fire resistant boards, chase walls, fascias, boxouts, furring, control joints, drywall returns, metal studs, metal drywall beads, sealants, acoustical caulking, insulation within partitions, framing boxouts, fire rated drywall, tile backer boards, cutouts, taping and spackling; and all other work as called for in the contract documents and as in normally performed by this trade, **as described in this scope.** Initials *[Signature]*
2. Subcontractor shall furnish and install all blocking, metal and wood grounds, bracing, reinforcing, etc. as shown and/or indicated for all items to be attached or supported from drywall construction, including but not limited to: wall protective devices, cubicle curtains, operable partitions, mail boxes, coat & hat racks, projection screens, architectural woodwork, fabric panels, saunas, fire extinguisher cabinets, etc. Initials *[Signature]*

3. The Subcontractor shall receive at tailgate of truck, check, count, sign for, hoist, distribute, protect, store and install in strict accordance with contract drawings, specifications addendums 1, & 2, and manufacturers requirements. **The following items furnished by others.** Initials *QAT* *N*
- a. Wood chair rails
  - b. Wall protective devices (ig corner guards gypsum drywall only, and PVC plastic chair bars)
  - c. Fire extinguisher cabinets
  - d. Map rails
  - e. Maple sills
  - f. Projection screens
  - g. ~~Motorize projection screens~~ Initials *QAT* *N*
  - h. Fire door
  - i. Saunas
4. Contract price includes the furnishing and installing of all labor and material for all taping and joint compounds ready to receive paint. Subcontractor shall skim coat all drywall surfaces as required.
5. Contract price includes the furnishing and installing of gypsum wallboard on metal studs, marine grade plywood, and fire rated plywood ~~behind stainless steel and wood veneer.~~ **Plywood behind stainless steel is excluded.** Initials *QAT* *N*
6. Contract price includes the furnishing and installing of suspended and framed gypsum board ceilings, fascias and soffits complete in accordance with contract drawings, specifications and addendums 1& 2. Including but not limited to framing, insulation etc...
7. Contract price includes the furnishing and installing of all veneer plaster in accordance with contract drawings, specification and addendums 1, & 2.
8. All costs for hoisting charges indicated in contract documents are included for items furnished by this subcontractor. Loading on Saturdays is included in contract price if required for subcontractors supplied materials.
9. Contract price includes all sealants/caulking within this subcontractor's work. In addition subcontractor includes all acoustical caulking. Caulking at frames after drywall is installed, if required, gypsum wall board/exterior wall and gypsum wall board/masonry.
10. This Subcontractor shall furnish and install all glass fiber reinforced gypsum (GFRC) in strict accordance with contract drawings, specifications and addendums 1&2 including but not limited to:
- a. Column enclosures
    - square columns with reveals
    - round enclosures above and below stainless column
  - b. Beam enclosure **Change Order #1 has been agreed to by both parties making this item whole and complete** Initials *QAT* *N*
  - c. Atrium spandrel assemblies
  - d. Supporting components (i.g. framing)
  - e. Anchoring means and methods
  - f. Joint treatments
11. The Subcontractor understands that all work indicated to be by contract #16 in the contract documents, which is within this Subcontractors' scope of work is included in Subcontract price. Subcontractor also understands General Note #1 indicated on drawings. ~~The following highlights are for reference based on scope of work discussions/meetings and do not relieve this Subcontractor from his scope of work obligations for items not specifically mentioned.~~ This list of items to be furnished and installed (unless otherwise noted) is for clarification only, list as follows... Initials *QAT* *N*



- a. Gypsum wallboard on metal studs and veneer plaster at atrium, food court and other areas where designated.
- b. All glass fiber reinforced gypsum (GFRG). **Change Order #1 has been agreed to by both parties making this item whole and complete** Initials *[Signature]*
- c. 2 hour rated gypsum board ceiling system at food court bridge with provisions for access door.
- d. Fire rated sliding metal doors at theater. (installation only)
- e. Motorized projection screens. (installation only) **Excluded** Initials *[Signature]*
- f. Wall and corner guards. (installation only)
- g. Fire extinguisher cabinets. (installation only)
- h. Rough carpentry, including wallboards in Telecom closets. If carpenters jurisdiction Initials *[Signature]*
- i. Stainless steel access doors in gypsum board walls at mailboxes. **Install Only** Initials *[Signature]*
- j. Wood podiums at lecture halls including all framing, stairs, **finished to the vertical wheelchair lift.** Initials *[Signature]*
- k. Wood stages at recital hall including all framing, stairs, **finished to the vertical wheelchair lift.** Initials *[Signature]*
- l. Ante Room walls at recital Hall including but not limited to wood doors, **(install only)** hardware, **(install only)** solid wood frames, gypsum wall board on metal stud back up, anchorage of wood panel wall system to gypsum board/metal stud back up and stage, and acoustical sealant. Initials *[Signature]*
- m. Ante Room gypsum board ceiling system.
- n. Fire stopping and smoke seals related to all work provided in this subcontract. **Limited to the top of the rated partitions.** Initials *[Signature]*
- o. Joint sealers integral with this Subcontractor's work and between work provided by others, and work provided by this Subcontractor.
- p. Sauna. (installation only)
- q. **Maple** Wood windowsills. (installation only) Initials *[Signature]*
- r. Gypsum board on metal studs behind stainless steel and wood veneer on fire retardant plywood as designated. **Behind stainless steel is excluded wood only.** Initials *[Signature]*
- s. Sports elevator (HPE 4) framing and gypsum board.
- t. 3/4" marine grade plywood fire resistant backing and framing indicated on A-635 sloping column enclosure.
- u. Fire resistant plywood at Terrazzo Base as shown on Detail 4 DWG A637.
- v. 3/4" Fire resistant plywood back up & framing behind maple T&G DWG's A645 & 646.
- w. Fire resistant plywood substrate DWG A654 Detail #2
- x. All framing, plywood and Gypsum board noted in contract #16 shown on drawing A657.
- y. All plywood, gypsum board framing etc... indicated by contract #16, lobby balcony walls & lobby wall shown on DWG A665.
- z. All **gypsum** soffits in gymnasium. Initials *[Signature]*
- aa. All abuse resistant imperial board and veneer plaster finish shown on DWG A756.
- bb. All gypsum boards shown on DWG A756.
- cc. Recital Hall Stage and ante room shown on DWG A810 including all blocking, framing, plywood, installation **only** maple base, studding/framing, all gypsum wallboard which is by contract #16 and all other items referring to contract #16 per this scope of work. Initials *[Signature]*
- dd. Recital Hall Control Room framing, bracing, gypsum, board, etc... shown on A814 blocking.
- ee. All framing, bracing gypsum board at soffits at food court, DWG A821.
- ff. All rigid insulation and fire safing behind work of GRFG.

~~12. This Subcontractor understands that this Subcontract is the second part of a two part contract package (Contract #'s 15&16), which both parts are the responsibility of this Subcontractor and makes up the entire project. All work on this project indicated on Contract Documents for both contracts and within Subcontractor's scope of work is included in Subcontractors price. Initials *[Signature]*~~

#### C. WORK NOT IN SUBCONTRACT

- 1. Acoustical Ceilings,
- 2. Sheet metal enclosures at elevator shaft,

3. Rigid insulation between brick & block,
4. Fire safing at slab edge behind atrium curtain wall,
5. Aluminum blind pockets.
6. Hoist charge for item F.B.O.
7. **Any spec section not listed on page 16 of 26**
8. **Installation of Access Doors ~~except those~~ furnished by others**
9. **Touch up of HM & Wood doors & Frames**
10. **Environmental control**
11. **Repair of Fire spray**
12. **Repair of Firespray ~~scope~~**

Initials

Initials

Initials

Initials

Initials

Initials

#### D. TIME OF PERFORMANCE

This Subcontractor understands the Project Schedule and phasing plan provide by owner. Subcontractor shall immediately expedite the submission of shop drawing samples and ordering of materials and equipment so that work of this Subcontract shall be installed in sufficient time to comply with the Project Construction Schedule. This Subcontractor agrees that the following specific scheduling intervals shall be maintained by him and coordinated with other trades provided that the work of others has advanced sufficiently to permit the sequencing as called for:

1. Work under this Subcontract shall commence immediately upon receipt of instructions from the General Contractor and shall proceed when and where directed, with sufficient labor and manpower, to allow the entire Project to be completed in accordance with the Project Construction Schedule. The work under this Subcontract shall follow all interim schedules that may be issued by the General Contractor, as the job conditions require, **Subcontractor may recover additional costs incurred from interim schedules. As approved and paid for by the owner.** Initials *CAF*
2. Due to the aggressive schedule provided by owner, all drawings, schedules, literature, samples, certifications, schedule of values, etc. as required by specifications shall be submitted immediately so as not to delay project schedule.
3. The Subcontractor understands that work of this trade may not be continuous and that he may be required to work out of sequence and/or leave a portion of work out due to coordination at the direction of the General Contractor. There shall be no charges for "comeback time" or out of sequence work.
4. The Subcontractor shall be prepared to commence his work as directed by General Contractor provided that the work of others has advance sufficiently to permit such a start and shall be capable of completing his work in accordance with the Project Construction Schedule.



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General Construction Work  
Package No. 2 - Contract No. 16  
DASNY Project No. 6500 1802 2178

**EXHIBIT C  
INSURANCE AND INDEMNIFICATION  
RIDER**

Prior to commencement of any work under this Contract and until all obligations under this contract are fulfilled, the subcontractor and each and every lower tier Subcontractor of the Subcontractor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to Trataros Construction, Inc. (hereinafter referred to as "Contractor"), certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Subcontractor" as used in this insurance rider shall mean and include Subcontractors of every tier.

Subcontractor shall, at its own expense, maintain in effect until final completion and acceptance with insurers and through policy forms satisfactory to Contractor, minimum insurances as described below. Before permitting any lower tier Subcontractor to perform any work under this subcontract, Subcontractor shall require that Contractor be furnished satisfactory evidence that the lower tier Subcontractor maintains insurance similar to that required below.

Subcontractor shall procure and maintain the following minimum insurance coverages:

The following limits or specific coverages do not restrict or limit any contractual obligation between the parties as may be defined elsewhere. Contractor failure to identify insurance deficiencies does not relieve the Subcontractor from any insurance obligations.

- I) **WORKERS COMPENSATION AND OCCUPATIONAL DISEASE INSURANCE & EMPLOYERS LIABILITY INSURANCE** covering all Subcontractors' employees directly or indirectly engaged in the performance of the subcontract. The latter insurance shall not provide less than \$1,000,000 including:
- USL&H - 'if any' basis, where applicable
  - Include all states endorsement, where applicable
  - All insurers shall agree to waive the right of subrogation against the Owner and Contractor
  - Certificate must clearly identify that coverage applies in state of operation.

The Subcontractor shall provide a copy of the "Employer's First Report of Injury" or its equivalent to Contractor within thirty (30) days of any injury or illness to any employee of the contractor arising out of, or alleged to have arisen out of or during the course of work performed on this project.

II) **DISABILITY INSURANCE:** As required by New York State Law

III) **GENERAL LIABILITY**

A) Commercial General Liability Form  
1988 ISO Occurrence Form or equivalent (identify form # and edition date on certificate)

Limits: \$5,000,000 - Each occurrence for Bodily Injury and Property Damage  
\$5,000,000 - Products, Completed Operations Aggregate Limit  
\$5,000,000 - General Aggregate\* Limit (other than Products/Completed Operations)  
\$5,000,000 - Personal Injury Liability

\*General Aggregate MUST include per project endorsement (must evidence on certificate).  
Above limits will be revised to coincide with Owner's requirements if necessary.

Policy coverage terms and conditions to include:

- 1) Premises/Operations - must cover all work to be performed by Subcontractor & their Subcontractors.
- 2) Contractual Liability written specifically for this contract.
- 3) Products/Completed Operations must include a two year extension beyond acceptance date (refer to attached wording).
- 4) Broad Form Property Damage including completed operations.
- 5) Independent Contractors.
- 6) Blanket Explosion, Collapse & Underground Property Damage Liability.
- 7) Employees as additional insureds.
- 8) Supplementary payments in addition to limit of liability.
- 9) Contractual exclusion pertaining to operations performed within 50' of railroad must be eliminated (if applicable)
- 10) Additional Insureds: See Item VIII.15 for specific listing of necessary additional insured.
  - A) Owner
  - B) Contractor
  - C) Other
- 11) Any deductible causes, exclusions or special endorsements must be approved by contractor prior to inclusion.
- 12) Insuring agreement to read "to pay on behalf of".
- 13) Waiver of subrogation for Owner, Contractor, its director, officers, employees, subsidiaries and affiliates.
- 14) Severability of interests. (cross liability)

IV) COMMERCIAL BUSINESS AUTOMOBILE

Covering all owned, non-owned & hired vehicles

Limit: \$5,000,000 any one loss for Bodily Injury (including death) & Property Damage combined.

- Contractual liability

- All insurers agree to waive their rights of subrogation against Owner and Contractor, its directors, officers, employees, subsidiaries and affiliates.

V) BUILDER'S RISK/INSTALLATION FLOATER

Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to Contractor Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of Contractor To be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnitied named in the contract.

NAMED INSURED: Owner, contractor & Subcontractor, AIMA

LIMITS OF LIABILITY: Amount of subcontract (unless otherwise specified in owner's specifications)

DEDUCTIBLE: \$500 per occurrence

COVERAGE INCLUDING:

1. 60 days notice of cancellation, non-renewal or material policy change
2. "All risk" of loss including floor, earthquake and earth movement
3. Replacement cost valuation
4. Transit limit to offsite storage
5. Agreed amount clause
6. Property in the insured's care, custody and control covered
7. Testing/processing shall be a covered peril.
8. Electrical injury/damage shall be a covered peril.
9. Waive rights of subrogation against contractor and owner.
10. Coverage to apply until machinery/equipment, etc. has been installed and been accepted as satisfactory, coverage to apply after materials have become a physical part of realty.
11. Error, omission or deficiency in design, workmanship or materials shall be considered a covered peril.
12. Exclusion pertaining to property, while it is on premises owned, leased or operated by the insured shall be deleted.
13. Full theft coverage without exception.
14. Permission granted to complete and occupy (if applicable)
15. Eliminate underground exclusion.
16. Standard city wording or special cancellation clauses, when mandated.

VI) POLLUTION LIABILITY INSURANCE

When applicable, Subcontractor shall furnish evidence that it has provided Pollution Liability Insurance covering all lead, asbestos and pollution operations with limits not less than \$1,000,000\* each occurrence combined single limit for bodily injury, property damage and clean-up costs including completed operations (5 year continuation beyond acceptance), broad form contractual (including coverage for third party over claims), and independent contractors coverage. If policy contains a general aggregate, this aggregate must apply on a per project basis, all of which must be evidenced on certificate. All insurers agree to waive their rights of subrogation against the additional insureds and the Contractor and its directors, officers, employees, subsidiaries, and affiliates.

- Defense costs must be payable in addition to limit of liability
- Any deductibles, clauses, exclusions or special endorsements must be approved by Contractor prior to inclusion.
- Coverage must include on-site, off-site and in-transit exposures.
- Policy to read "to pay on behalf of" (in lieu of indemnify).
- Must include loading and unloading coverages.
- Must be written on occurrence form.
- Policy to be submitted to the Contractor for review and approval.
- Higher limit to be obtained, if mandated.

**Note:** The Contractor, at its option, may require a separate contractor's protective liability policy in Contractor's name (at Subcontractor's expense)

VII) ADDITIONAL INSURED ENDORSEMENTS:

Insurance policies specified in III and IV above shall be endorsed to name Owner and Contractor, its directors, officers, employees, subsidiaries and affiliates as additional insureds, and shall stipulate that this insurance is primary, that any other insurance or self-insurance maintained by Owner and Contractor be excess only and shall not be called upon to contribute with this insurance. ISO Additional Insurance Endorsement form number CG2010 1185. Contractors Form B must be utilized and accompany the Certificate of Insurance.

**NOTE:** Contractor at its option may require a separate contractor's protective liability policy in contractor's name (at subcontractor's expense.)

VIII) APPLICABLE TO ALL INSURANCES:

1. Higher limits required depending upon particulars of each specific contract may be obtained. The above limits may be written by combination of CGL & Umbrella policies.
2. Certificates must include an insurer obligation to provide sixty (60 days) prior written notice of cancellation, material change and non-renewal by certified mail, return receipt requested.
3. Certificates and endorsements as required must be submitted to Contractor prior to commencement of any work.
4. Contractor has the right but not the duty to receive copies of all insurance policies upon request. Policies shall not contain any exclusion that are unacceptable to Contractor. If requested by Contractor, all policies must be certified by an insurance carrier as being true and complete.
5. Contractor must be provided updated renewal certificates and required endorsement as appropriate. Failure of Contractor to request renewal certificates or endorsements does not relieve the Subcontractor from the obligation to maintain such insurances as required herein.
6. Any deductibles or self-insured retention included within any of the above insurances shall be the responsibility of the Subcontractor.
7. Owner and Contractor have no obligation for premium payments. Subcontractor acknowledges that any sums necessary for premium payment related to this Subcontract will not be in addition to the price of this Subcontract.
8. If at any time during the period of this subcontract, insurance as required is not in effect of proof thereof is not provided to Contractor, Contractor shall have the option to:
  - a) Direct the Subcontractor to suspend work with no additional cost of extension for time due on account thereof; or
  - b) Treat such failure as a material breach/default in respect of the Subcontract.
9. If subcontracted operations involve or are anticipated to involve hazardous operations including but not limited to lead, pollution or asbestos liability, special insurance must be implemented for same. Subcontractor will be responsible for premium.
10. If required by Owner, Contractor may require Subcontractor to carry an Installation Floater covering materials to be installed under Subcontractor's portion of the work. Contractor will advise Subcontractor of same by addendum.
11. Contractor may, at its option, allocate to Subcontractor its proportionate share of the cost of obtaining Builder's Risk (All Risk) insurance, as required by Owner.
12. Claims made policies are not acceptable.
13. The amount of insurance contained in aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Subcontractors or any of their Subcontractors in any tier.
14. The subcontractor shall file certificates of insurance prior to the commencement of work and/or payment with the Contractor which shall be subject to the Contractor's approval of adequacy of protection and the satisfactory character of the Insurer.
15. Trataros Construction, Inc., Baruch College, D.A.S.N.Y., C.U.N.Y., TDX Construction Corp. and The University Construction Fund all must be evidences as Additional Insureds in accordance with all contract obligations.

IX) HOLD HARMLESS AGREEMENT/INDEMNIFICATION AGREEMENT TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN.

To the fullest extent permitted by law, the Subcontractor shall indemnify, hold harmless and defend the Contractor, Owner and all of their agents, directors and employees from and against all claims, damages, demands, losses, expenses, causes of action, suits or other liabilities, (including all costs and reasonable attorney's fees), arising out of or resulting from the performance of Subcontractor's Work under the Subcontract, provided any such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, to the extent caused in whole or in part by any negligent act or omission of the Subcontractor or anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless whether it is caused in part by a party indemnified hereunder. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under any workers' compensation acts, disability benefits acts or other employee benefits acts. This indemnification shall be in addition to any indemnity liability imposed by the Contract Documents.

X) WAIVER OF SUBROGATION

The General Liability, Automobile Liability, Employers' Liability and Umbrella Liability policies are required to contain a waiver of all subrogation rights of both the subcontractor and their Insurance Company against Trataros Construction Inc. The Certificate of Insurance shall indicate that such waiver is in effect.





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**EXHIBIT D**  
**PARTIAL LIEN WAIVER**

GREETINGS: KNOW YE, that \_\_\_\_\_, (Subcontractor supplier) a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, with an office and principal place of business in \_\_\_\_\_, acknowledges receipt of payment for all labor, materials or services, for and in consideration of the sum of (\$ \_\_\_\_\_ .00) up to and including the date of \_\_\_\_\_ referred to hereinafter as the "release date" paid by TRATAROS CONSTRUCTION INC, a corporation organized an existing under the laws of the State of NEW YORK with an office and principal place of business in BROOKLYN, has to the "release date" remised, released and forever 'discharged, and by these presents does for itself and its successors, remised release and forever discharge TRATAROS CONSTRUCTION INC and \_\_\_\_\_ (surety) a corporation organized and existing under the laws of the New York with an office and principal place of business in \_\_\_\_\_, its successors, heirs, executors and administrators, of and from all, and all manner of action and actions, cause and causes of actions, suits debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, , trespasses, damages, Judgments, extents, executions, claims and demands whatsoever, in laws, in admiralty, or in equity which against the said TRATAROS CONSTRUCTION INC and said \_\_\_\_\_, said ever lead, now lead or which it or its successors, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the "release date", and especially in connection with any and all claims of any nature whatsoever arising out of the construction project known as located at in the Town of and the State of \_\_\_\_\_.

FURTHER, and in addition to the foregoing, said \_\_\_\_\_ does hereby to the "release date" forever waive, relinquish and release any mechanic's, matriclman's or like liens, and all claims of liens it now has, may have or may obtain in the future upon a piece of land and all the buildings thereon standing, known as \_\_\_\_\_ situated in \_\_\_\_\_.

FURTHER and in addition to the, foregoing, said \_\_\_\_\_ does hereby expressly release, waive and relinquish any and all right or claim it may now have or may hereafter have under the Surety Labor and Material Payment Bond provided on said project by TRATAROS CONSTRUCTION INC as principal and the \_\_\_\_\_ as surety.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused its corporate seal to be hereunto affixed and these presents to be signed by its \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, nineteen hundred and ninety nine.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
BY  
\_\_\_\_\_  
Its

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_ the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ and to be duly authorized by said corporation to execute the foregoing document on behalf of said corporation, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing" the name of the corporation by himself as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Commissioner of the Superior Court/Notary Public



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**EXHIBIT E**  
**FINAL RELEASE**

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

GREETINGS: KNOW YE, that

(A supplier/Subcontractor to our Subcontractor/Supplier)  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ with an office and principal place of business in \_\_\_\_\_, for and in consideration of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ 00) lawful money of the United States of America and other good consideration to it in hand paid by \_\_\_\_\_ a corporation organized and existing, under the laws of the State of \_\_\_\_\_ with an office and principal place of business in the receipt whereof is acknowledged, has remised released and forever discharged, hereby and by these presents does for itself and its successors, remise, release and forever discharge TRATAROS CONSTRUCTION INC a corporation organized and existing under the laws of the State of New York and \_\_\_\_\_ (surety) a corporation organized and existing under the laws of the State of \_\_\_\_\_ with an office and principal place of business in \_\_\_\_\_, its successors, heirs, executors and administrators of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, suings of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, execution, claims and demands whatsoever, in laws, in admiralty, or in equity which against the said TRATAROS CONSTRUCTION INC, and said \_\_\_\_\_, NY, said ever had, now had or which: it or its successors, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents, and especially in connection with any and all claims of any nature whatsoever arising out of the construction project known as \_\_\_\_\_ located at \_\_\_\_\_ in the Town of \_\_\_\_\_ and the State of \_\_\_\_\_.

FURTHER and in addition to the foregoing, said \_\_\_\_\_ does hereby forever waive, relinquish and release any mechanic's, materialman's or like liens, and all claims of liens it now has, may have or may obtain in the future upon a piece of land and all the buildings thereon standing, known as \_\_\_\_\_, situated in \_\_\_\_\_.

FURTHER and in addition to the foregoing, said \_\_\_\_\_ does hereby expressly release, waive and relinquish any and right or claim it may now have or may hereafter have under the Surety Labor and Material Payment Bond provided on said project by TRATAROS CONSTRUCTION INC as principal and the \_\_\_\_\_ as surety.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused its corporate seal to be hereunto affixed and these presents to be signed by its \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, nineteen hundred and ninety nine.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
BY  
\_\_\_\_\_  
Its

STATE OF

SS:

COUNTY OF

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_ the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ and to be duly authorized by said corporation to execute the foregoing document on behalf of said corporation, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing" the name of the corporation by himself as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Commissioner of the Superior Court/Notary Public

TRATAROS1\_032588



TRATAROS  
CONSTRUCTION, INC.  
664 64th street  
Brooklyn, NY 11220

BARUCH ACADEMIC COMPLEX  
55 Lexington Avenue  
New York City, NY 10010

General Construction Work  
Package No. 2 - Contract No. 16  
DASNY Project No. 6500 1802 2178

EXHIBIT F  
SUBCONTRACTOR SIZE  
CERTIFICATION

Please check off which business indicates the size of your company:

"This is to certify that R & J Construction, Corp. is ":

( ) Small Business

( ) Small Disadvantage Business

( ) Women Owned Business

( ) Large Business

(x) Other Explain: WBE

X

Signature of Officer

Please refer to Small Business size regulations part 121.1 for CFR size standards.



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RIDER G  
NEW SUBCONTRACTS AND/OR  
PURCHASE ORDERS

In accordance with terms of the contract, you are required to provide the following information within five (5) working days:

A) Name and Address of Material Vendor/Supplier:

FURNISHED ON REQUEST

B) Name of Material Fabricator:

F.O.R.

C) Name of Equipment Rental/Distributor:

F.O.R.

D) Certified Payroll Report;

E) Certificate of Insurance;

F) Proposed Delivery Schedule;

G) Proposed Itemized Contract Cost Breakdown, including Labor, Materials, Equipment;

H) Certified Statement Confirming Labor Benefits Contributions have been satisfied;

Include address, telephone number, fax number and person to contract.

Be advised that progress payments, final payment and/or payment of retainage, shall be subject to receipt, acceptance and verification of Item "A" through "H" mentioned above.

SUBCONTRACTOR: **R & J Construction, Corp..**

BY: [Signature]

DATE: 02.06.01